

EXHIBIT 2



Locus Technologies
299 Fairchild Drive
Mountain View, CA 94043
accountsreceivables@locustec.com

ORDER FORM for Honeywell International, Inc.
Order Number: 20120928
Offer Valid Through: 10/15/2012
Proposed by: Neno Duplan

ORDER FORM

Address Information

Bill To:

Company Name: Honeywell International, Inc.
101 Columbia Road, SOL-4
Morristown, NJ 07962-1139

Billing Contact: Chris French
Remediation Design and Construction Manager
Billing Phone: 973.455.4131

Billing Email: Chris.French@honeywell.com
Billing Fax: 973.695.2450
Billing Language: English

Terms and Conditions

Start Date: 1/1/2013

Contract End Date: 12/31/2015

Payment Method: Wire transfer

Payment Terms: 90 days

Billing Method: Email, Invoice

Billing Frequency: Annual

Products

Product	Start Date	End Date	Order Term (months)	Annual Price
EIM	1/1/2013	12/31/2015	36	\$525,000
ePortal	1/1/2013	12/31/2015	36	\$295,000
Near Real Time Offsite Backup	1/1/2013	12/31/2015	36	\$6,200
Software Escrow	1/1/2013	12/31/2015	36	\$300
Data Escrow	1/1/2013	12/31/2015	36	\$3,000
EIM Support at 15%	1/1/2013	12/31/2015	36	\$78,750
ePortal Support at 15%	1/1/2013	12/31/2015	36	\$44,250
		Total cost per year:		\$952,500

Special Terms and Notes:

1. EIM License includes access to all EIM standard features including the GIS maps interface, provided customers supplies geographic coordinates for sampling locations. Online EDD checker, sample planning module, eWell EIM server side, free scheduled online training as needed and access to computer based training modules and data QA/QC and data validation modules included. eWell application on smart phones and hand-held devices is charged separately at standard rates.
2. EIM annual costs provided above replace costs associated with the following individual line items from 1 June 2003 contract: Software License, Maintenance, Security, Network Services, Locus Hosting, EIM Application Hosting, Database server storage, Per Record and/or per GB fees.
3. If number of records stored in EIM exceeds 40 million or size of ePortal Document library exceeds 150 GB (approximately twice the current amount) Locus reserves the right to adjust pricing subject to concurrence of Honeywell and allowing Honeywell to pursue equitable remedies. Documents in trash folder not included. Trash folder subject to deletion quarterly at Locus discretion.
4. Mergers and Acquisition: If Honeywell acquires or is acquired by another company that would upon acquisition increase number of sites, number of users, or number of records stored in EIM or ePortal two months before such acquisition by more than 25 percent, Locus reserves the right to adjust above pricing accordingly subject to concurrence of Honeywell and allowing Honeywell to pursue equitable remedies.

5. Help and support (available 8 a.m. – 8 p.m. ET, Mon – Fri, excluding Locus holidays). Live support includes unlimited access to Locus help desk for routine matters and user assistance. It does not include historical data migration, customer requested support teams such as EIM Team and associated initiatives, implementation configuration, custom queries, and any custom programming.
6. The Locus Honeywell Project Manager will complete a quarterly data health check in ePortal and EIM to ensure the capped numbers listed in this order form are still maintained and notify the RES Manager of any issues.
7. Program termination and return of data: Program termination fee is \$100 + 0.005 per record for data provided on DVD in comma separated value (.csv) format along with attachments in their native format. Upon request by you made within 30 days after the effective date of termination of a Purchased Services subscription, Locus will make your data available on DVD.


Original contract provisions for Consumer Price Index (CPI) adjustment are rescinded for three year term. The pricing structure presented in this Order Form provides Honeywell International, Inc. with significantly discounted pricing from Locus' standard rate sheet. As such this Order Form pricing is strictly confidential and Honeywell International, Inc. will not share it with any other company including their Alliance Partners, any hired consultants and Analytical laboratories

This fully binding Order Form is governed by the Software License Agreement between Honeywell International, Inc. and Locus Technologies dated 1 June 2003. Subscriptions are noncancelable before their annual End Date.

Locus technologies

Honeywell International, Inc.

Signature: Nuno Borges

Signature: 

Name: Neno N. Duplan

Name: WILLIAM J. HAGUE

Title: President and CEO

Title: DIRECTOR - NES DESIGN

Date: 5 October 2012

Date: 10/16/2012